

A. G. Contract No. KR910221TRD
ECS File: JPA-91-06
Project: US-89A and SR-260
Section: Cottonwood City Limits

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF COTTONWOOD

THIS AGREEMENT is entered into 9 APR 11, 1991,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF COTTONWOOD, acting by and through its CITY COUNCIL (the
"City").

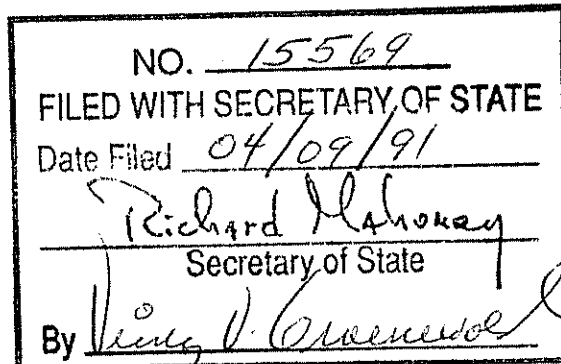
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. The State and City desire to define their respective
responsibilities for the maintenance of US-89A and SR-260
within the limits of the City.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will:

a. Be responsible for any required betterments to US-89A and SR-260 including; reconstruction of roadway, curbs, medians and traffic channelization and roadway striping; bridges and drainage; guardrails and fences; transportation permits (such as overweight, overwidth and overheight, as prescribed by law); and permits for highway right of way encroachments and use.

b. Provide the City stop signs for streets that intersect US-89A and SR-260, and replacements as required and requested.

2. The City will:

a. Provide routine maintenance including sidewalk repair, replacement and routine sweeping and cleaning; street sweeping over and above that which is provided by the State and is deemed necessary by the City; curb markings; traffic control signs; parking signs and erection; litter control and pickup; and weed and overgrowth of vegetation control.

b. Provide labor for the replacement of stop signs.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E
Phoenix, AZ 85007

City of Cottonwood
City Manager
827 North Main Street
Cottonwood, AZ 86336

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF COTTONWOOD

STATE OF ARIZONA

Department of Transportation

By Linda Hobson
LINDA HOBSON
Mayor of Cottonwood

By August V. Hardt
AUGUST V. HARDT
Deputy State Engineer

ATTEST:

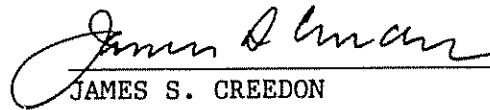
By Chuck Sweet
CHUCK SWEET
City Manager

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27FEB

RESOLUTION

BE IT RESOLVED on this 27th day of February 1991, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Cottonwood for the purpose of defining responsibilities for the maintenance of US-89A and SR-260 in the City.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

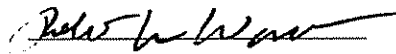

JAMES S. CREEDON
Acting Director
Arizona Department of
Transportation

JPA 91-06

APPROVAL OF THE COTTONWOOD CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF COTTONWOOD and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 11th day of March, 1991.

A handwritten signature in black ink, appearing to read "Peter W. ...", written over a horizontal line.

City Attorney

RESOLUTION NUMBER 1227


A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF COTTONWOOD TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA.

WHEREAS, it is to the mutual benefit of the State of Arizona and the City of Cottonwood to enter into an agreement specifying their respective construction and maintenance responsibilities concerning certain State highway routes which are encompassed within the City of Cottonwood's system of streets and which form necessary and convenient links in the State highway system;

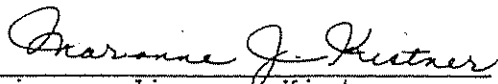
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD ARIZONA:

THAT, the intergovernmental agreement between the State of Arizona and the City of Cottonwood as set forth in the maintenance agreement is hereby adopted.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 20TH DAY OF March, 1991


Linda A. Hobson, Mayor

ATTEST:


Marianne Jimenez Kistner
City Clerk

APPROVED AS TO FORM & CONTENT:


Mangum, Wall, Stoops & Warden
City Attorneys



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

~~XXXXXXXXXXXX~~
~~Robert K. Corbin~~
Grant Woods

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR910221TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 5th day of April, 1991.

ROBERT K. CORBIN
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath".

JAMES R. REDPATH
Assistant Attorney General
Transportation Division